

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 8th Floor
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ADDRESS REPLY TO:

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SCOPE OF WORK PROVISION

FOR

MODULAR FURNITURE INSTALLER (CARPENTER)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,
SANTA BARBARA, AND VENTURA COUNTIES

MEMORANDUM AGREEMENT
BETWEEN
OFFICE MODULAR FURNITURE SYSTEMS INSTALLATION CONTRACTORS
FOR SOUTHERN CALIFORNIA
AND
SOUTHERN CALIFORNIA CONFERENCE
OF CARPENTERS
2002-2004

It is agreed between the undersigned, hereinafter called "Contractor," and the Southern California Conference of Carpenters, on behalf of the Regional Council and Local Unions affiliated with the United Brotherhood of Carpenters and Joiners of America in the Twelve (12) Southern California Counties; namely, Los Angeles, Orange, San Bernardino, Riverside, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo, Mono, and San Diego, including outside of the United States, hereinafter called the "Union," in consideration of services performed and to be performed by carpenters for the Contractor, as follows:

1. PURPOSE / RECOGNITION

The Contractor recognizes the Union as the representatives of all employees performing work covered by this Agreement. The Contractor and the Carpenters Union expressly acknowledge that on the Contractor's current jobsite work, the Carpenters Union has the support of a majority of the employees performing work covered by this Agreement. The Union has demanded and the Contractor has recognized the Carpenters Union as the majority representative of its employees performing work covered by this Agreement. It is also acknowledged that the Union has provided, or has offered to provide, evidence of its status as the majority representative of the Contractor's employees. By this acknowledgment the parties intend to and are establishing a collective bargaining relationship under Section 9 of the National Labor Relations Act of 1947, as amended. The bargaining unit established by this Agreement and the Master Labor Agreement is accepted by the parties as an appropriate unit for collective bargaining purposes.

2. SCOPE OF WORK

a. This Agreement shall cover the detailing, handling, assembly, installation, disassembly, removal and relocation of all types of manufactured Modular office furniture systems and all accessories, including Full Wall (floor to ceiling) demountable systems, (prefabricated and sold as modular wall systems).

Also covered by this Agreement is the installation of all types of window coverings, fabric wall coverings and modular and other types of shelving units, file cabinets, and mobile filing units (mechanical or electrical).

b. The Contractor shall recognize the jurisdiction of the Union, and the parties hereto agree to be bound by the following work jurisdiction including, but not limited to:

The transportation, loading and unloading by any means, stock-piling, distribution to point of erection, carrying, handling, warehousing, uncrating, installation, cleaning, and/or staging of all office, commercial industrial, institutional, and hotel furniture, furniture systems, furnishings, etc., including (but not limited to) all component parts regardless of their materials or method or manner of installation, attachment or connection and all work in connection with the assembly and installation or disassembly and relocation, scrapping of all materials and clean-up. Also included will be layout work including the use of level, transit and any other instrument or tool (or adaptable tool) required for the work herein described.

Also covered by this Agreement is the handling and installation of all U L Listed components that by specific design are plug-in, snap in or put on, as well as telephone, computer,

communications and data processing cabling components.

c. The Contractor agrees that any work set forth in this Agreement, performed by or for the Employer, shall be assigned by the Employer to employees covered by this Agreement and represented by the Union.

d. All other work that is covered by the Carpenters Master Labor Agreement or the Drywall/Lathing Master Agreement that is performed by the Contractor at the jobsite shall be performed under the terms and conditions of the Carpenters Master Labor Agreement or the Drywall/Lathing Master Agreement, as appropriate.

3. MASTER LABOR AGREEMENT / TRUST FUNDS

a. The Contractor agrees to comply with all the terms, including wages, hours and working conditions and rules as set forth in the Agreement referred to as the Southern California Master Labor Agreement between United general Contractors, Inc. and United Brotherhood of Carpenters and Joiners of America, dated July 1, 2002, and any renewals or subsequent Master Labor Agreements, and the Agreements establishing: (1) the Carpenters' Health and Welfare Trust for Southern California, dated February 8, 1955; (2) the Carpenters' Pension trust Fund for Southern California, dated September 14, 1959; and (3) The Twelve County Carpenters' Vacation Savings and Holiday Plan, dated April 1, 1962.

b. Except as specifically excluded, modified or superseded by this Memorandum Agreement, such Master Labor Agreement and Trust Agreements are specifically incorporated by reference and made a part of this Memorandum Agreement. For work covered by this Agreement, there will be a 35 hour per week cap (except for vacation/supplemental dues) on the first 50 hours of each pay period. Full vacation/supplemental dues will be paid on all hours worked.

c. The Contractor agrees to pay to the Carpenters' Health and Welfare Trust for Southern California, the Carpenters' Pension Fund for Southern California, and the Twelve County Carpenters' Vacation Savings and Holiday Plan, the sums in the amounts and manner provided for in the Master Labor Agreement and further agrees to be bound by the Trust Agreements and the Rules and Procedures adopted by the Trustees of the Funds referred to herein, and all amendments, modifications, extensions and renewals thereto.

d. The Contractor agrees that he does irrevocably designate and appoint the Employers mentioned in the Carpenters' Southern California Health and Welfare Trust Agreement, the Carpenters' Southern California Pension Trust Agreement, and the Twelve County Carpenters' Vacation Savings and Holiday Plan Agreement, as his attorney-in-fact, for the selection, removal and substitution of Trustees or Directors as provided by or pursuant to the Master Labor Agreement and Trust Agreements and By-Laws.

4. The parties agree that all provisions in the Master Labor Agreement covering or relating to the subjects of strikes, lockouts, jurisdictional disputes and the Procedure for the Settlement of Grievances and Disputes (Articles IV and VI of the master Labor Agreement), and the provisions of Paragraph 114 and 115, shall be excluded from this Memorandum Agreement and shall not be binding upon the Contractor or the Carpenters' Unions.